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17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA

19 IN RE DYNAMIC RANDOM ACCESS  
20 MEMORY (DRAM) ANTITRUST  
21 LITIGATION

MDL Docket No. M-02-1486-PJH

22 This Document Relates To:

23 All Direct Purchaser Actions

Date: April 18, 2007  
Time: 9:00 a.m.  
Judge: Hon. Phyllis J. Hamilton  
Courtroom: 3

27 **FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE AS TO**  
28 **DEFENDANT NEC ELECTRONICS AMERICA, INC.**

1        This matter has come before the Court to determine whether there is any cause why this Court  
2 should not approve the settlement with Defendant NEC Electronics America, Inc., ("Defendant") set  
3 forth in the Settlement Agreement ("Agreement"), dated November 20, 2006, relating to the above-  
4 captioned litigation. The Court, after carefully considering all papers filed and proceedings held herein  
5 and otherwise being fully informed in the premises, has determined (1) that the Settlement should be  
6 approved, and (2) that there is no just reason for delay of the entry of this final judgment approving this  
7 Agreement. Accordingly, the Court directs entry of Judgment which shall constitute a final adjudication  
8 of this case on the merits as to the parties to the Agreement. Good cause appearing therefor, it is:

9        **ORDERED, ADJUDGED AND DECREED THAT:**

10        1.        The Court has jurisdiction over the subject matter of this litigation, and all actions within  
11 this litigation and over the parties to the Agreement, including all members of the Class and the  
12 Defendants.

13        2.        The definitions of terms set forth in the Agreement are incorporated hereby as though  
14 fully set forth in this Judgment.

15        3.        The Court hereby finally approves and confirms the settlement set forth in the Agreement  
16 and finds that said settlement is, in all respects, fair, reasonable and adequate to the Class pursuant to  
17 Rule 23 of the Federal Rules of Civil Procedure.

18        4.        Pursuant to Fed. R. Civ. P. 23(g), Class Counsel, previously appointed by the Court  
19 (Saveri & Saveri Inc., Hagens Berman Sobol Shapiro LLP, Wolf, Haldenstein, Adler, Freeman & Herz),  
20 are appointed as Counsel for the Class. These firms have, and will fairly and competently represent the  
21 interests of the Class.

22        5.        The persons/entities identified on Exhibit 5 to the Declaration of Charlene Young filed on  
23 October 16, 2006 have timely and validly requested exclusion from the Class and, therefore, are  
24 excluded. Such persons/entities are not included in or bound by this Final Judgment. Such  
25 persons/entities are not entitled to any recovery for the settlement proceeds obtained through this  
26 settlement.

27        6.        This Court hereby dismisses on the merits and with prejudice the Class Action in favor of  
28 Defendant, with each party to bear their own costs and attorneys' fees.

1       7. All persons and entities who are Releasing Persons are hereby barred and enjoined from  
 2 commencing, prosecuting or continuing, either directly or indirectly, against the Released Persons, in  
 3 this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or in  
 4 the future may have, arising out of or related to any of the settled Claims as defined in the Agreement.

5       8. The Released Persons are hereby and forever released and discharged with respect to any  
 6 and all claims or causes of action which the releasing Persons had or have arising out of or related to any  
 7 of the Settled Claims as defined in the Agreement.

8       9. The notice given to the Class of the settlement set forth in the Agreement and the other  
 9 matters set forth herein was the best notice practicable under the circumstances, including individual  
 10 notice to all members of the Class who could be identified through reasonable efforts. Said notice  
 11 provided due and adequate notice of those proceedings and of the matters set forth therein, including the  
 12 proposed settlement set forth in the Agreement, to all persons entitled to such notice, and said notice  
 13 fully satisfied the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure and  
 14 the requirements of due process.

15       10. There are no objections to the settlement.

16       11. Without affecting the finality of this Judgment in any way, this Court hereby retains  
 17 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class  
 18 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund (c) hearing and  
 19 determining applications by the Representative Plaintiffs for attorneys' fees, costs, expenses, including  
 20 expert fees and costs, and interest; (d) the Class Action until the final judgment contemplate hereby  
 21 have become effective and each and every act agreed to be performed by the parties all have been  
 22 performed pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of  
 23 allocation of settlement proceeds; and (f) all parties to the Class Actions and Releasing Persons for the  
 24 purpose of enforcing and administering the Agreement and the mutual releases and other documents  
 25 contemplated by, or executed in connection with the Agreement.

26       12. In the event that the settlement does not become effective in accordance with the terms of  
 27 the Agreement, then the judgment shall be rendered null and void and shall be vacated, and in such  
 28 event, all orders entered and releases delivered in connection herewith shall be null and void and the

1 parities shall be returned to their respective positions *ex ante*.

2       13. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure,  
3 that this Final Judgment should be entered and further finds that there is no just reason for delay in the  
4 entry of this Judgment, as a Final Judgment, as to the parties to the Agreement. Accordingly, the Clerk is  
5 hereby directed to enter Judgment forthwith.

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7 Date: April 18, 2007.

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